



Australian
National
University

INDUSTRY PROJECT AGREEMENT

AUSTRALIAN NATIONAL UNIVERSITY ABN 52 234 063 906 an educational and research institute and body corporate pursuant to the *Australian National University Act 1991* (Cth) as represented by College of Engineering, Computing & Cybernetics/School of Engineering of Acton in the Australian Capital Territory, 2601 (**University**)

AND

[INSERT OTHER PARTY NAME] ABN [insert ABN] of [insert address] (Host)

Thank you for agreeing to host an Australian National University (**University**) student/s (**Student/s**) for the purpose of undertaking a work-integrated-learning project (**Project**) as part of their study (**Program**).

The purpose of this document is to set out the obligations of both the University and the Host to facilitate successful Projects.

HOST RESPONSIBILITIES

- 1 The Host agrees:
 - 1.1 to ensure proper supervision of the Student by a suitably qualified person who is to be responsible for regular engagement with the Student (**Host Supervisor**);
 - 1.2 to advise the University of the name and contact details for the Host Supervisor;
 - 1.3 to use all reasonable endeavours to provide the Student with a variety of opportunities for work and professional experience consistent with a Student's Program and the educational objectives of the Project;
 - 1.4 to provide the Student with the resources and equipment reasonably required to perform the activities assigned to the Student;
 - 1.5 that it is solely responsible for ensuring that each Student is aware of any requirements relating to use of the Host's confidential information;
 - 1.6 to not do an act, or engage in a practice that would constitute a breach of an Australian Privacy Principle set out in the *Privacy Act 1988* (Cth);
 - 1.7 to comply with all applicable legislation, regulations and standards, including the *Fair Work Act 2009* (Cth);
 - 1.8 to maintain attendance records and report all Student absences to the University, upon request;
 - 1.9 as soon as practicable, to notify the University if the Host considers the conduct of the Student warrants disciplinary action, and provide details about the conduct and the grounds upon which it considers that action should be taken;
 - 1.10 to ensure adequate insurance cover for the activities undertaken by the Student and the premises they will be attending during the Project; and

- 1.11 provide an evaluation of the Student in the form required by the University, upon request.

WORKPLACE HEALTH AND SAFETY

- 2 The Host must, where relevant:
 - 2.1 ensure that it provides the Student with a proper induction to the workplace;
 - 2.2 comply with anti-discrimination legislation, including but not limited to policies with respect to bullying and harassment;
 - 2.3 report an adverse event affecting the Student activities (including but not limited to an injury, death or other notifiable incident under workplace health and safety legislation) to the University immediately, and then in writing as soon as reasonably possible;
 - 2.4 in the event of termination of this agreement by the Host, use commercially reasonable endeavours to enable the Student to complete the requirements for their Program; and
 - 2.5 have a system for risk management that includes the identification of hazards, the assessment and control of risks (including hazard inspection and risk assessments), and a system for reporting, recording and investigation of accidents/incidents, including for reporting bullying and harassment and, where appropriate, provide:
 - 2.5.1 an orientation process;
 - 2.5.2 workplace training and supervision; and
 - 2.5.3 personal protective equipment, at no cost, for the Student/s.

UNIVERSITY RESPONSIBILITIES

- 3 The University will be responsible for:
 - 3.1 approving each Student's participation in the Project, unless an alternative selection process is agreed by the parties;
 - 3.2 specifying a supervisor (**University Supervisor**) who will liaise with the Host Supervisor regarding the Student's Project, including the educational objectives and other requirements for the Project;
 - 3.3 Student discipline;
 - 3.4 maintaining personal accident insurance for Students undertaking a Project as part of their Program; and
 - 3.5 providing insurance cover for University Supervisors and, where applicable, Students under the supervision of an authorised Host Supervisor and/or University Supervisor for:
 - 3.5.1 professional indemnity; and/or
 - 3.5.2 medical malpractice insurance.

JOINT RESPONSIBILITIES

- 4 The parties must:
 - 4.1 act in good faith to resolve any issues expediently, whether these arise before or during the Project;

- 4.2 not disclose to a third party any confidential information provided by the other party and arising out of the Project except as expressly authorised by the other party or required by law; and
- 4.3 notify the other party immediately if a Student is excluded or the Project is suspended for misconduct or terminated for serious misconduct.

INTELLECTUAL PROPERTY

ANU TO SELECT ONE OPTION FROM A AND B, AND THEN CONSIDER IF THE LICENCE IN OPTION C IS TO BE OFFERED TO THE HOST AND DELETE OTHER OPTIONS BEFORE SENDING

NOTE: OPTION A IS THE PREFERRED OPTION

Assessable Work means material or works that a Student creates in connection with their Project which is required for examination or assessment.

Project IP means any Intellectual Property in works that a Student creates in connection with their Project that is not required for examination or assessment.

- 5 As specified in the University Intellectual Property (IP) Policy, Students will own their Assessable Work.
- 5.1 **A** All rights in any material or works created by a Student during the Project will be owned the Student.
- 5.1 **B** The Student will assign all right and title to and interest in Project IP to the Host. The parties acknowledge that Project IP does not include Assessable Work. The parties agree that the Student will have the right to include Project IP in their Assessable Work solely for assessment purposes.
- 5.2 **C** The Student will grant to the Host a worldwide, free, perpetual, non-exclusive licence to use the IP rights in works created by the Student during the Project for its own purposes.

TERM

- 6 This agreement:
- 6.1 commences upon execution and expires after **[insert preference - no more than 5 years]** years;
- 6.2 can be extended or varied by written agreement between the parties; and/or
- 6.3 may be terminated by either party upon 3 months' written notice.

GENERAL

- 7 This agreement is governed by the laws of the Australian Capital Territory and each party agrees to submit to the non-exclusive jurisdiction of the courts of the Australian Capital Territory.
- 8 The parties acknowledge that a Student will be given a reasonable time (not less than 30 days) in which to seek independent legal advice about the terms of their Project.

SIGNED

for and on behalf of the **Australian National University ABN 52 234 063 906** by an authorised officer:

Print name and position:

SIGNED

for and on behalf of the [Host] [ABN Insert] by an authorised officer:

Print name and position:

Date: